

1
2
3
4
5 **Honorable James L. Robart**
6
7
8
9
10

11 **IN THE UNITED STATES DISTRICT COURT**
12 **WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

13 GAEA SINGER,)
14) No. 09-CV-1334 JLR
15 Plaintiff,)
16) DECLARATION OF
17 v.) COUNSEL IN SUPPORT OF
18) DEFENDANT'S MOTION
19 PLOVIE LAW FIRM, P.S.,) TO DISMISS
20)
21 Defendant.)
22)
23)
24)

25 1. I, Kimberlee Walker Olsen, am over the age of 18 and competent to
26 be a witness herein. I am counsel for the Defendant in this action.

27 2. Attached hereto as Exhibit 1 is a copy of the court docket in Case No.
28 C08-00475, Snohomish County District Court, Everett Division.

29 3. Attached hereto as Exhibit 2 is a copy of the settlement agreement for
30

31 DECLARATION OF COUNSEL IN SUPPORT
32 OF DEFENDANT'S MOTION TO DISMISS - 1
33 (CASE NO. 09-cv-1334 JLR)

34 Luke, Casteel & Olsen, PSC
35 3400 188th Street SW, Suite 484
36 Lynnwood, WA 98037
37 425-744-0411
38 425-771-3490 (Facsimile)

1 the above referenced state case. The Agreement has been redacted as to confidential
2 terms between the parties and Ms. Singer's bank account numbers.
3
4

5 DATED November 19, 2009.
6
7

/s/ Kimberlee Walker Olsen
8 Kimberlee Walker Olsen, WSBA # 28773
9 Attorney for Defendant
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Z:\Client Files\KWO\P\plovie decl of counsel.wpd

DECLARATION OF COUNSEL IN SUPPORT
OF DEFENDANT'S MOTION TO DISMISS - 2
(CASE NO. 09-cv-1334 JLR)

Luke, Casteel & Olsen, PSC
3400 188th Street SW, Suite 484
Lynnwood, WA 98037
425-744-0411
425-771-3490 (Facsimile)

EXHIBIT 1

DD7010SX SGC
11/19/2009 2:19 PMSNO CO DIST CT EVERETT DIV
D O C K E T

PAGE:

1

PLAINTIFF/PETITIONER
PLA 01 US BANKCASE: C08-00475
Civil
DEFENDANT/RESPONDENT
DEF 01 SINGER, GAEA
7500 24TH AVE NW
SEATTLE WA 98112ATY 01 PLOVIE, JOHN P.
PO BOX 878
REDMOND WA 98073-0878
Work Phone: 4258811882

TITLE

US BANK VS GAEA SINGER AND THE SINGER MARITAL COMMUNITY COMPOSED
THEREOFFiled: 02/04/2008 Cause: Open Account DV: Amount:
6,686.76

TEXT

S 02/04/2008	8036100360 CIV FILING FEE Received	43.00 SFH
	Paid by: JOHN P PLOVIE	
	8036100360 DISPUTE RES CV Received	10.00
	Paid by: JOHN P PLOVIE	
	Case Filed on 02/04/2008	
	PLA 1 US BANK Added as Participant	
	DEF 1 SINGER, GAEA Added as Participant	
	ATY 1 PLOVIE, JOHN P. Added as Participant	
	PLA 1 US BANK Represented by:	
	ATY 1 PLOVIE, JOHN P.	
U 02/22/2008	ANSWER FILED BY DEFENDANT PRO SE	SGC
08/21/2008	MOTION FOR SUMMARY JUDGMENT FILED BY PLTF. MOTION NOTED	
S	MOT CIVIL Set for 09/11/2008 08:30 AM	
	in Room 2 with Judge TTB	
U 09/11/2008	EVD2 - 8:35	SLC
	JUDGE T. BUI/SLC - CIVIL MOTION HEARINGS	
	PLAINTIFF REPRESENTED BY JOHN PLOVIE	
	DEFENDANT PRESENT, WITHOUT COUNSEL	
	PLTF'S MOTION FOR SUMMARY JUDGMENT: DENIED	
	*COURT DIRECTS DFDT TO FILE ANSWER BY 9/19/08 @ 4:30 PM	
	PLTF'S MOTION TO RE-SET MOTION FOR SUMMARY JUDGEMENT: GRANTED	
S	MOT CIVIL Rescheduled to 10/09/2008 08:30 AM	
	in Room 2 with Judge TTB	
U 10/07/2008	DEFENDANT'S DECLARATION AND RESPONSE TO SUMMARY JUDGMENT	
	MOTION FILED	
10/09/2008	EVD2 - 8:34	
	JUDGE PRO TEM T. COX/SLC - MOTION HRGS	
	PLAINTIFF REPRESENTED BY JOHN PLOVIE	
	DEFENDANT PRESENT, WITHOUT COUNSEL	
	*COURT WILL ENTER PARTIAL SUMMARY JUDGMENT FOR \$5811.21	
	COURT ALLOWS DFDT TO FILE COUNTER CLAIM	
S	8287100026 CNTRCROS3RD FIL Received	43.00 SFH
	Paid by: GAEA SINGER	
	8287100026 DISPUTE RES CV Received	10.00
	Paid by: GAEA SINGER	

Docket continued on next page

DD7010SX SGC
11/19/2009 2:19 PM

SNO CO DIST CT EVERETT DIV
D O C K E T

PAGE:

2

CASE: C08-00475
Civil

PLAINTIFF/PETITIONER
PLA 01 US BANK

DEFENDANT/RESPONDENT
DEF 01 SINGER, GAEA

TEXT - Continued

U 10/09/2008	ORDER FOR PARTIAL SUMMARY JUDGMENT ENTERED BY THE COURT	SLC
S	MOT CIVIL: Held	
U	DEFENDANTS COUNTERCLAIMS FILED	SGC
11/07/2008	PLAINTIFF'S ANSWER TO DEFENDANT'S COUNTERCLAIM FILED	
05/15/2009	STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE OF ALL CLAIMS AND COUNTERCLAIMS FILED.	LMH
06/15/2009	ORDER FOR DISMISSAL WITH PREJUDICE IS SIGNED BY JUDGE BUI.	
S	Judgment 1 Dismissed w prejudic entered by Judge TTB	
	Judgment 1 Disposition of DW Entered	
06/17/2009	Case Disposition of CL Entered	

ADDITIONAL CASE DATA

Case Disposition

Disposition: Closed

Date: 06/17/2009

Judgments

01 Dismissed w prejudic 06/15/2009 Dismissed w/ Prejudi 06/15/2009 by TTB

Hearing Summary

Held CIVIL MOTION HEARING ON 10/09/2008 AT 08:30 AM IN ROOM 2 WITH TTB

End of docket report for this case

EXHIBIT 2

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, Gaea Singer ("Singer") has counterclaimed against U.S. Bank, N.A. ("U.S. Bank"), in the Everett Division of Snohomish District Court for Snohomish County, State of Washington, Case Number C-080475 (the "Lawsuit");

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants contained herein, Singer and U.S. Bank agree as follows:

1. [REDACTED]
 2. [REDACTED] 118 [REDACTED]
 3. [REDACTED] 00050000001
 4. [REDACTED]

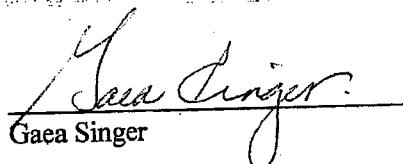
- [REDACTED]
5. The payments shall be due at the Plovie Law Firm PS on the 10 day of each month and the first payment shall be due on MAY 10, 2009.
 6. After Singer has made two timely payments on the account, U.S. Bank will contact the credit reporting agencies to whom it reported the Account and request that the credit reporting agencies report the account as "currant, never late" and when the entire debt has been paid in full, it will be reported as "paid in full".
 7. The Everett Division of Snohomish District Court for Snohomish County, State of Washington, shall have jurisdiction to enforce this agreement should either party default in the execution of the duties and obligations set forth in this agreement.
 8. [REDACTED]
[REDACTED]
 7. Gaea Singer hereby releases and forever discharges U.S. Bank, and its parent corporations, affiliated corporations, subsidiary corporations, predecessor corporations and successor corporations and the officers, directors, agents, assigns, servants, employees and attorneys of these entities, from any and all claims, actions, causes of actions and suits of every kind and nature, under any legal theory that she ever had, whether known or unknown, arising or accruing in whole or in part prior to the date Singer executes this Agreement, and in any way related to, arising from, out of or based upon the Account (or any other accounts Singer may have with U.S. Bank) or the matters or substances of the matters alleged by Singer in the Lawsuit.
 8. The provisions of any state, federal, local or territorial law or statute providing expressly or in substance that releases shall not extend to claims, injuries or damages which are unknown or unsuspected to exist at the time are expressly waived by Singer.

9. Singer represents and warrants that she has not transferred, assigned or otherwise sold any portion of the claims or causes of action that she is alleging against U.S. Bank in this Lawsuit, and that she is the sole holder of such claims and causes of actions.
10. Singer represents and warrants that there have been no representations or promises made by U.S. Bank to her on which she relied in connection with this Agreement other than what is set forth herein in writing. Singer further represents and warrants that she is not being induced to enter into this Agreement by anything other than the written words contained in this Agreement.
11. Singer represents and warrants that she has had an adequate opportunity to review all aspects of this Agreement with an attorney of her choosing, that she understands all the provisions of the Agreement, and that she is voluntarily accepting its terms.
12. Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.
13. This Agreement shall be governed by, and construed in accordance with the substantive law of the state of Washington.
14. This Agreement constitutes the entire agreement and understanding between the parties hereto and shall not be modified or altered except by written instrument duly executed by the parties hereto.
15. Singer agrees to keep confidential and shall not reveal, and or communicate in any way to any person, the terms of this Agreement. However, Singer shall have the right to disclose said terms to her accountant or tax advisor and to state and federal tax authorities. Singer

warrants and represents to U.S. Bank that she has not revealed to anyone the terms of this proposed settlement at any time before this Agreement was executed by all parties. Singer agrees that, if asked, she will only reveal that the Lawsuit has been settled, and she will not reveal any other terms of the settlement, without the prior written consent of U.S. Bank. If Singer is ordered by any Court to reveal information concerning this settlement which is precluded from disclosure under this Agreement, Singer shall give notice of such disclosure to U.S. Bank and their attorneys in this action at least 48 hours prior to any such disclosure unless otherwise ordered by the Court.

16. This Agreement may be signed in counterparts.

Dated: April 28, 2009



Gaea Singer

Dated: 1-16-, 2009

U.S. Bank N.A., Inc.

By: Cynthia Durk

Its: Recovery Manager